

# DEPARTMENT OF BUSINESS AFFAIRS AND CONSUMER PROTECTION CITY OF CHICAGO

#### AMENDED AGREED BUSINESS LICENSE PLAN OF OPERATION

**Licensee:** African Supermarket and Liquors, Inc.

**Premises:** 4156-4158 W. Madison Street

Chicago, Illinois 60624

License(s): Retail Sales of Packaged Liquor, Perishable Foods, and Tobacco

Pursuant to Chapter 4-4-313 of the City of Chicago Municipal Code, the above named Licensee agrees to comply with the conditions listed below to assure that the operation of the said business will not cause public nuisance or deleterious impact on the health, safety and welfare of the community.

#### 1. Sale of Single Cigarette:

The Licensee agrees that it is familiar with, and shall abide by Chapter 4-64-191 of the City of Chicago Municipal Code, which prohibits offering for sale or selling any cigarette or tobacco that is not in its factory-wrapped package.

#### 2. Postings of Warning Signs:

The Licensee agrees that it is familiar with, and shall abide by Chapter 4-64-210 of the City of Chicago Municipal Code and will display "No Trespassing", and "No Loitering" signs in conspicuous locations outside the Licensed Premises.

# 3. Security Cameras:

The Licensee agrees to install security at least one (1) camera inside that captures the register and a minimum of three (3) cameras outside of the premises that captures customers walking in and out. Such cameras shall be able to record discernable images from a minimum distance of 15 feet in front of and on the sides of any business entrance. The Licensee shall maintain such cameras and video footage for a minimum of 72 hours, and make such recordings immediately available upon request of CPD or any other City of Chicago agency.

# 4. **Unobscured Windows:**

The Licensee agrees not to cover or obstruct the store windows with signs so that CPD officers have a clear view to the interior.

## 5. No Loitering Tolerated:

The Licensee agrees to urge loiterers NOT to congregate on the public way in front of or on the side of the business. The Licensee agrees to call 911 to report illegal activity including but not limited to loitering in or adjacent to the business premises, and also to sign if necessary, complaints.

### 6. Hours of Operation:

Licensee hours of operation shall be from the hours of 7:00 am to 12:00 midnight daily.

### 7. 911 & Incident Logs:

The Licensee agrees to keep and maintain a Log of all calls to 9-1-1 and an Incident Log on which the owner and/or employees record any illegal activity observed inside or outside of the Licensed Premises. Both logs shall be kept on the licensed premises for a period of one year and made available to CPD or BACP upon request.

#### 8. Cooperation with Chicago Police Department:

The Licensee agrees to attend (or have a representative attend) C.A.P.S. meetings and other similar CPD sponsored meetings to improve awareness with community concerns of problems within the neighborhood. The Licensee further agrees to cooperate with the police department in any and all incident investigations.

## 9. Community Participation:

The Licensee agrees to work with the local alderman and community groups to address any issues with the operation of the business.

### 10. Trash and Garbage Disposal:

The Licensee agrees to remove any trash and debris outside of the business including the front, side, and rear of the premises. The Licensee agrees to maintain a regular schedule of cleaning.

#### 11. Licensed and Bonded Security:

The Licensee has agreed to hire a licensed and bonded security service to provide interior and exterior security between the hours of 4:00pm and 12:00 midnight daily.

#### 12. Sale of Outdated Food and Over-the-Counter Medications:

The Licensee agrees that no outdated and expired products will be shelved and sold with fresh products.

#### 13. Receipts:

The Licensee agrees that it is familiar with, and shall abide by the Rules and Regulations for Retailers, including Rule 32, which requires the Licensee to supply a written receipt for each transaction that contains at a minimum, the date and amount of the transaction, and the name and location of the retailer.

#### 14. BASSET Training:

The Licensee agrees to BASSETT train all staff that sells alcoholic beverages and will require certification regarding the same. The Licensee further agrees that any future staff will be subject to BASSETT training and certification as a condition of their employment within two weeks (2) of their employment.

# 15. Posting of Warning Sign to Minors (Alcoholic Beverages):

The Licensee agrees that it will display a sign in a conspicuous location inside the licensed premises that reads, "It Is A Violation Of The Law For Alcoholic Beverages To Be Sold To Any Person Under The Age Of 21. Any Person Who Violates This Law Is Subject To A Fine And Possible Imprisonment."

# 16. Posting of Warning Sign to Minors (Tobacco):

The Licensee agrees that it is familiar with and shall abide by Chapter 4-64-360 of the City of Chicago Municipal Code and will display a sign in a conspicuous location inside the licensed premises that reads, "It Is A Violation Of The Law For Cigarettes Or Other Tobacco Products Or Tobacco Accessories To Be Sold To Any Person Under The Age Of 21. Any Person Who Violates This Law Is Subject To A Fine And Possible Imprisonment."

#### 17. Proper Identification:

All patrons purchasing alcoholic beverages or tobacco products/accessories shall have their valid government issued ID scanned, verified, and logged by an electronic ID Scanner prior to completing the sale. Names, addresses and times of purchase for all alcoholic beverages and tobacco product/accessory purchases shall be kept private in management's office in the licensed Premises for a minimum of thirty (30) days and made available upon request only to BACP/LLCC or any law enforcement agency. Licensee shall utilize ID Scanner's banned person feature to prevent patrons that previously caused problems from purchasing alcoholic beverages or tobacco products/accessories. All employees shall be trained to detect fake licenses or identification cards in order to ensure that no underage sales take place.

The agreed conditions of this Amended Plan of Operation are legally binding and may be enforced by the City of Chicago enforcement authorities. Violation of the above stated agreed conditions may result in the imposition of a fine and/or suspension or revocation of all business licenses issued to the licensee. Violation of the above stated agreed conditions may also result in the issuance of cease and desist orders prohibiting the activity which violates the conditions of the liquor license.

The agreed conditions of this Amended Plan of Operation shall apply to the business address and licensee and to all officers, managers, members, partners and direct or indirect owners of the entity of which is licensed. The sale of the business to other persons or persons purchasing the stock of the licensed entity shall be subject to the same agreed conditions set forth in this Amended Plan of Operation.

It shall be the duty of every person conducting, engaging in, operating, carrying on or managing the above-mentioned business entity to post this Amended Plan of Operation next to the business license certificates in a conspicuous place at the business address.

Licensee:

African Supermarket and Liquors, Inc.

**Premises:** 

4156-4158 W. Madison Street

Chicago, Illinois 60624

Bv:

Walid Mouhammad, President

**Shannon Trotter** 

City of Chicago, Local Liquor Control Commissioner

September 💍, 2020